

Exhibit 8

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

Q+ FOOD, LLC, LAWRENCE
BARTON d/b/a LEGEND MEATS,
LLC; ENCORE PIANO & ORGAN
MOVING, LLC; ALL AMERICAN
MOVING AND STORAGE
DELIVERY, LLC, and WEST
LUMBER & BUILDING SUPPLY
CORP; individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

MITSUBISHI FUSO TRUCK OF
AMERICA, INC.,

Defendant.

CIVIL ACTION NO. 14-cv-06046-
MAS-DEA

**DECLARATION OF ANDREW SPILLAN IN SUPPORT
OF CLASS COUNSEL'S MOTION**

THE UNDERSIGNED, Andrew Spillan, hereby declares, pursuant to 28

U.S.C. § 1746, as follows:

1. I am the Operations Manager of Encore Piano and Organ Moving LLC ("Encore"), a California corporation, one of the named Plaintiffs and Class Representatives in the above-captioned case.
2. I submit this Declaration in support of Class Counsel's Motion For an Award of Attorneys' Fees, Reimbursement of Expenses, and Service Awards concerning the class action

captioned *Q+Food, LLC, et al. v. Mitsubishi Fuso Truck of America, Inc.* ("Mitsubishi Truck Class Action").

3. The Mitsubishi Truck Class Action involves claims brought on behalf of Encore and all others similarly situated for the manufacture of defective commercial trucks by Mitsubishi Fuso Truck of America, Inc. ("MFTA") as further detailed by my experience described below.

4. Encore is a full service piano and organ moving company with a principal place of business at 15915 Canary Avenue, La Miranda, California 90638.

5. On or about April 6, 2012, Encore purchased a new 2012 Mitsubishi Fuso FE180, VIN No. JL6CRK1A7CK014614 ("Truck"), from MFTA's authorized dealer, Carmenita Truck Center ("Carmenita") in Santa Fe Springs, California.

6. Within several months, on December 21, 2012, the Truck's check engine light came on and the Truck required service by the dealer's repair service.

7. Carmenita "perform[ed a] crankcase pressure reading," the crankcase breather filter was removed, and the filter was also replaced. The repair service also performed a recall reprogramming of the "EEC module with the latest calibration" and a "reprogramming of TCM module with the latest calibration" were performed, in addition to maintenance to fluid level, fuel injector, and the fuel filter head. The Truck was not available until December 28, 2012.

8. On March 25, 2013, the Truck's check engine light came on again and indicated a "faulty air flow sensor" malfunction. Encore brought the Truck back to Carmenita, which replaced the air flow sensor and "perform[ed] relearning while perform[ing] air flow relearn. . . ." The Truck was not available until March 29, 2013.

9. In June 2013, while driving on the highway, the Truck's engine began to overheat and the dashboard lights came on. The Truck was brought back to Carmenita, which removed the fan clutch, performed a recall EEC module reprogramming, and performed a manual regeneration. The Truck was not available until July 1, 2013.

10. On August 13, 2013, the Truck again malfunctioned and was brought by Encore to another repair center, Diesel Performance, Inc. in Stockton, California. The repair service noted that time codes were found "for high crankcase pressure," the breather cover was removed, the front cover alignment was checked, and the codes were cleared.

11. On November 18, 2013, Encore again had to bring the Truck to Carmenita for service because the "check and repair engine system & EML [was] on, dash reading erratically & RPM randomly." The repair center performed multiple services, test-drove the Truck, removed and replaced the turbo, and performed yet another regeneration. The Truck was not available until December 17, 2013.

12. On March 17, 2014, the check engine light was on at the dash again and the service repair center found "different pressure in the crankcase (Hi) . . . found MIL light on at the dash." The breather filter was removed and replaced, and the Truck was road tested. Other maintenance services were performed, including engine oil and filter replacement; removal of old transmission fluid; cooling system exchange service; and diesel fuel injection service to clean injectors and fuel system. The Truck's water pump was found leaking as well, which was replaced with a new gasket. The Truck was not available until March 24, 2014.

13. On March 31, 2014, the Truck's engine was overheating and the repair service found that the "coolant level was low." The repair shop recommended that Plaintiff should

"check the fluid levels every day; may be sabotaged by somebody." The Truck was not available until the next day.

14. On April 7, 2014, the Truck's engine was overheating after driving 50 miles, at which time the operator of the Truck was required to add one gallon of coolant. The coolant system was found to be low, but a coolant pressure test found no leaks. The repair shop "remove[d] and replace[d] EGR cooler and retest found no leak." Recall services were also performed in reprogramming the EEC module for the engine protection system and maintenance on the transmission. The Truck was not available until April 11, 2014.

15. On July 14, 2014, the Truck's check engine light was on again at the dash. The repair center "found code 520380 31 NOx sensor power supply is faulty." A regeneration was performed, revealing an exhaust leak noise from the exhaust manifold. The turbo and the heat shield were removed and all manifold studs were replaced. New gaskets and a new pipe were installed, a second regeneration was performed, and the check engine light illuminated again. The repair shop noted "replace NOx sensor perform regen, regen pass test drive."

16. On July 30, 2014, the Truck's check engine light was illuminated again. United Truck Centers in Sylmar, California ("United") serviced the vehicle, found the cause of the light to be "defective NOx sensor." The engine's oil and coolant were also checked. After some repairs and a road test, the check engine light illuminated again. The battery cables were checked and tightened as needed, along with the EEC connectors. Diagnostic testing was performed for the check engine light code. After a second test, the engine was deemed operational and no lights were illuminated at this time.

17. On November 18, 2014, the "regen light" and "DPR light" were on at the Truck's dash and the engine would not regenerate. The breather filter was replaced and retested and all

codes were then cleared. Recall services were also performed at this time, including work to the fuel filter and oil cooler hose. The Truck was not available until November 20, 2014.

18. On December 29, 2014, the check engine light was on again at the dash. Encore again brought the Truck to the repair center, which performed a regeneration to clear the code. The service repair shop "found exhaust manifold is crack and leaking from the crack, remove turbo oil supply and return, remove turbo down pipe intake pipe heat shield and remove turbo assembly to get access to remove exhaust manifold." The manifold was removed and new one was installed with new gaskets. Another regeneration was performed and the Truck was returned to Encore on January 9, 2015.

19. On April 9, 2015, the check engine light and the engine system light were on. There was also a "whistle noise at high RPM" and lacks power on and off." The repair shop verified this complaint and serviced the Truck. A regeneration was performed and the Truck failed to regenerate, as there was an exhaust leak at the turbo gasket. The check engine light came on again at this time. The turbo gasket and EGR cooler gaskets were removed and replaced. A third regeneration finally passed and cleared the codes. The Truck was not available until April 13, 2015.

20. On April 20, 2015, the Truck's engine was dumping oil, overheating and smoking. The check engine light was on as well and the repair shop found that the Truck was leaking oil and the serpentine belt was making noise. Codes were verified and were noted to relate to "low boost pressure, DPF system abnormal, crankcase pressure." Oil was found inside the exhaust system and DPF filter and SCR muffler, as well as in the side turbo and air charge box. The turbo was removed, along with the exhaust manifold. An engine compression test was also performed at this time. An exhaust manifold was installed with new gasket, along with a new

turbo unit. Other maintenance and repairs were made before the engine was running normally again and the codes were cleared. The repair shop noted that it "perform[ed] reset SCR muffler and DEF replacement reset." A regeneration was performed to verify the repair and the Truck was released to Encore on May 4, 2015.

21. After recognizing that MFTA had placed into commerce numerous trucks having similar defects as the Truck purchased by Encore, I decided to bring a claim for class-wide relief against MFTA on behalf of myself and all persons similarly situated who purchased or leased a defective truck from MFTA.

22. In furtherance of my retention of Attorney Goldich to represent Encore as Class Representative, I reviewed in detail and executed an agreement containing the duties of a Class Representative to the members of the Class under the Federal Rules of Civil Procedure. I understand the duties and have agreed to comply with the provisions therein.

23. In furtherance of the efforts to obtain relief for the Class, I have assisted Attorney Goldich and Co-Counsel James Shah, Michael Donovan, Robert W. Murphy, and Natalie F. Bennett (collectively "Class Counsel") in the prosecution of this action. My efforts have included, among other things, numerous telephone conferences and email communications with Class Counsel and organizing the records for Encore with respect to the repairs for the Truck and to document the damages sustained.

24. In addition to the time spent investigating the claims, and organizing records and information about the Trucks and their problems, I was personally available by telephone to discuss the details of the case and to discuss settlement with Class Counsel, as necessary, during mediation sessions conducted with the Honorable Edward A. Infante (retire) of JAMS in San Francisco, California.

25. Following the last mediation, the parties continued settlement negotiations for several months while the specific terms for the Class benefits and administration were negotiated. After several more weeks of negotiation, a Class Action Settlement Agreement ("Settlement Agreement") was reached between the parties, which provided for benefits for all persons who had the same experience with respect to defective trucks manufactured by MFTA.

26. I understand the material terms of the Settlement Agreement includes:

a. Settlement Fund - that MFTA will establish a settlement fund of \$17,500,000.00 to pay monetary benefits to Settlement Class Members, after payment of attorney's fees, settlement administration expense and other related charges. The distribution to Settlement Class Members will depend on the number of "qualified repairs" during the ownership period of the Settlement Class Members or, alternatively, the amount of certain consequential losses that Class Members can prove with documentation, up to \$10,000 for each truck.

b. Buy-Back Option - that in addition to monetary payment, a Settlement Class Member who currently owns or leases a subject vehicle, and who has had nine (9) or more qualified repairs, and a mileage of at least 110,000 miles and has not had an emissions recall performed, may request that the vehicle be bought back for fair market value.

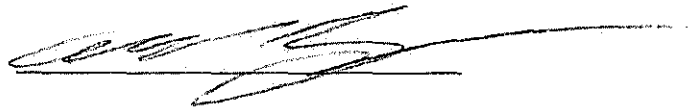
c. Attorney's Fees, Costs and Other Expenses - that Class Counsel seek an award of attorney's fees of up to a maximum of 25% of the Settlement Fund, plus reimbursement of reasonable expenses not to exceed \$100,000.00.

27. I understand that the Settlement Agreement provides that I will receive fifteen thousand dollars (\$15,000.00) as compensation for my services ("Representative Compensation"). I understand that the Representative Compensation is subject to approval by the Court in its sound discretion.

28. Based on the information made known to me concerning the issues in the Mitsubishi Truck Class Action, including defenses of MFTA, I believe that the Settlement Agreement is in the best interest of the Class and should be approved.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed this 28 day of December, 2016 in California.

A handwritten signature in black ink, appearing to read 'Andrew Spillan', written over a horizontal line.

Andrew Spillan